

<i>SERFF Tracking Number:</i>	<i>LBRM-125617145</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Peerless Indemnity Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>2008-01773</i>		
<i>TOI:</i>	<i>05.0 Commercial Multi-Peril - Liability &amp; Non- Liability</i>	<i>Sub-TOI:</i>	<i>05.0003 Commercial Package</i>
<i>Product Name:</i>	<i>AR-CPP-CONDO UNIT OWNERS-FORM</i>		
<i>Project Name/Number:</i>	<i>AR-CPP-CONDO UNIT OWNERS-FORM/2008-01773</i>		

## Filing at a Glance

Company: Peerless Indemnity Insurance Company

Product Name: AR-CPP-CONDO UNIT OWNERS-FORM      SERFF Tr Num: LBRM-125617145      State: Arkansas

TOI: 05.0 Commercial Multi-Peril - Liability & Non-Liability      SERFF Status: Closed      State Tr Num: EFT \$50

Sub-TOI: 05.0003 Commercial Package      Co Tr Num: 2008-01773      State Status: Fees verified and received

Filing Type: Form      Co Status:      Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding  
 Author: Tammy Blake      Disposition Date: 04/25/2008  
 Date Submitted: 04/21/2008      Disposition Status: Approved

Effective Date Requested (New): 08/01/2008      Effective Date (New): 08/01/2008  
 Effective Date Requested (Renewal): 10/01/2008      Effective Date (Renewal): 10/01/2008

State Filing Description:

## General Information

Project Name: AR-CPP-CONDO UNIT OWNERS-FORM

Project Number: 2008-01773

Reference Organization: N/A

Reference Title: N/A

Filing Status Changed: 04/25/2008

State Status Changed: 04/25/2008

Corresponding Filing Tracking Number:

Filing Description:

Effective August 1, 2008 for new business and October 1, 2008 for renewal business we wish to file revisions to our CUSTOM PROTECTOR™ Program.

At this time we wish to file our new form, 21-104 (01/08) Custom Protector Endorsement. This

Endorsement will be used only when CP 00 18 is attached to a Custom Protector Program Policy.

Status of Filing in Domicile:

Domicile Status Comments: N/A

Reference Number: N/A

Advisory Org. Circular: N/A

Deemer Date:

SERFF Tracking Number: LBRM-125617145 State: Arkansas

Filing Company: Peerless Indemnity Insurance Company State Tracking Number: EFT \$50

Company Tracking Number: 2008-01773

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package Liability

Product Name: AR-CPP-CONDO UNIT OWNERS-FORM

Project Name/Number: AR-CPP-CONDO UNIT OWNERS-FORM/2008-01773

The corresponding Rate & Rule filing has been submitted under separate cover (our filing #2008-01772).

## Company and Contact

### Filing Contact Information

Tammy Blake, State Filings Analyst tammy.blake@LibertyMutual.com  
 62 Maple Avenue (800) 826-6189 [Phone]  
 Keene, NH 03431 (603) 352-9252[FAX]

### Filing Company Information

Peerless Indemnity Insurance Company CoCode: 18333 State of Domicile: Illinois  
 62 Maple Ave. Group Code: 111 Company Type: Property & Casualty  
 Keene, NH 03431 Group Name: State ID Number:  
 (800) 826-6189 ext. [Phone] FEIN Number: 13-2919779  
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## Filing Fees

Fee Required? Yes  
 Fee Amount: \$50.00  
 Retaliatory? No  
 Fee Explanation: \$50.00 PER FILING  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Peerless Indemnity Insurance Company	\$50.00	04/21/2008	19757853

SERFF Tracking Number: LBRM-125617145 State: Arkansas  
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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	04/25/2008	04/25/2008

SERFF Tracking Number:	LBRM-125617145	State:	Arkansas
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## Disposition

Disposition Date: 04/25/2008  
Effective Date (New): 08/01/2008  
Effective Date (Renewal): 10/01/2008  
Status: Approved  
Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: LBRM-125617145 State: Arkansas

Filing Company: Peerless Indemnity Insurance Company State Tracking Number: EFT \$50

Company Tracking Number: 2008-01773

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package Liability

Product Name: AR-CPP-CONDO UNIT OWNERS-FORM

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
	COVER LETTER	Approved	Yes
Supporting Document Form	CUSTOM PROTECTOR ENDORSEMENT	Approved	Yes

SERFF Tracking Number: LBRM-125617145 State: Arkansas

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TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package Liability

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	CUSTOM PROTECTOR ENDORSEMENT	21-104D	01-2008	Endorsement New nt/Amendment/Conditions			21-104D 0108.pdf

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CUSTOM PROTECTOR ENDORSEMENT**

This endorsement modifies insurance provided under the following:

CONDOMINIUM COMMERCIAL UNIT OWNERS COVERAGE FORM  
CAUSES OF LOSS - SPECIAL FORM

The following is a summary of increased limits of insurance and additional coverages provided by this endorsement. This endorsement is subject to the provisions of your policy which means that it is subject to all limitations and conditions applicable to this Coverage Part, Coverage Form or Causes of Loss Form unless specifically deleted, replaced, or modified herein. This endorsement is applicable only to those premises described in the Declarations.

**Coverage for loss of Business Income or Extra Expense, whether provided by this endorsement or elsewhere, does not apply if a loss is covered only as a result of this endorsement.**

**If coverage is provided elsewhere in this policy for the same loss or damage as the coverage provided under this endorsement, the coverage under this endorsement will apply excess over that other coverage unless otherwise stated. We will not pay more than the actual amount of the covered loss or damage.**

<u>Coverage Description</u>	<u>Limit of Insurance</u>
Broadened Premises	Included
Preservation of Property	90 days
Inventory and Appraisal	\$ 5,000
Employee Dishonesty	\$ 25,000
Money Orders and Counterfeit Money	\$ 25,000
Lost Key Coverage	\$ 2,500
Leasehold Interest	\$ 10,000
Contract Penalty Clause	\$ 5,000
Contingent Transit	\$ 5,000
Lost Lease Coverage – Lessors Interest	\$ 5,000
Tenant Move Back Coverage	\$ 5,000
Manufacturers Consequential Loss Assumption	\$ 25,000
Forgery or Alteration	\$ 25,000
Real Property of Others Required by Contract	\$ 25,000
Electronic Data	\$ 25,000
Debris Removal	\$ 25,000
Fire Department Service Charge	\$ 25,000
Pollutant Clean Up and Removal	\$ 25,000
Newly Acquired Property	180 days
Business Personal Property	\$ 250,000
Personal Effects and Property of Others	\$ 10,000
Valuable Papers and Records (Other Than Electronic Data)	
On Premises	\$100,000
Off Premises	\$ 5,000
Property Off-Premises (Including while in Transit)	\$100,000
Electronic Data in Transit	\$ 5,000
Outdoor Property	\$ 25,000
Accounts Receivable	
On Premises	\$100,000
Off Premises	\$ 5,000
Arson Reward <b>(Not available in New York)</b>	\$ 25,000
Back-up of Sewers or Drains	\$ 10,000
Extra Expense	\$ 10,000

<b><u>Coverage Description</u></b>	<b><u>Limit of Insurance</u></b>
Fine Arts	\$ 25,000
Fire Protective Devices	\$ 10,000
Loss of Refrigeration	\$ 25,000
Computer Equipment	\$ 25,000
Laptop/Portable Computers	\$ 5,000
Lock Replacement	\$ 2,500
Money and Securities	
Inside the Premises	\$ 25,000
Outside the Premises	\$ 25,000
Off-Premises Services Interruption	\$ 10,000
Consequential Loss	\$ 10,000
Business Income	\$ 10,000
Business Income – Utility Services Interruption	\$ 1,000
Business Income – Support Property	\$ 5,000
Employee Tools Coverage	\$ 5,000
Salespersons Samples	\$ 5,000
Loss to Pair or Set	Included
Business Personal Property Limit Seasonal Increase	25%
Appurtenant Structures	
Buildings	\$ 50,000
Business Personal Property	\$ 5,000
Signs (Attached)	\$ 25,000
Special Deductible Provision	Included
Waiver of Coinsurance on losses \$10,000 or less	Included
Brands and Labels	\$ 25,000
Ordinance or Law	25% of the Building Limit subject to \$100,000 maximum
Manufacturers Selling Price	Included
Dies, Patterns, Molds and Forms	Included in Business Personal Property Limit

**A.** The following changes apply to Section **A. COVERAGE** of the CONDOMINIUM COMMERCIAL UNIT OWNERS COVERAGE FORM:

**1. Broadened Premises**

The **within 100 feet of the described premises** description stated in Paragraph **A.1.a., Covered Property**, Paragraph **A.1.b.(2), Personal Property of Others** and Paragraph **A.5., Coverage Extensions** is deleted and replaced by **within 1000 feet of the described premises**.

**2. Paragraph A.4. Additional Coverages** is amended as follows:

**b. Preservation of Property**

The 30 day limitation in paragraph **A.4.b.(2)** is increased to 90 days.

**3. The following are added to paragraph A.4. Additional Coverages:**

**g. Inventory and Appraisal**

We will pay up to \$2,500 for inventory costs and \$2,500 for appraisal costs due to loss or damage as a result of a Covered Cause of Loss to covered property. We will only pay if the costs are incurred and are reasonable and necessary to establish the amount of the loss. Attorney or public adjuster fees are not covered costs under this section.



## **h. Employee Dishonesty**

- 1) We will pay for direct loss of or damage to business personal property, including money and securities, resulting from dishonest acts committed by any of your employees acting alone, or in collusion with other persons (except you or your partner) with the manifest intent to:
  - a) Cause you to sustain loss or damage; and
  - b) Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment) for:
    - i) Any employee; or
    - ii) Any other person or organization.
- 2) We will not pay for loss or damage:
  - a) Resulting from any dishonest or criminal act that you or any of your partners commit whether acting alone or in collusion with other persons; or
  - b) The only proof of which as to its existence or amount is dependent upon:
    - i) An inventory computation; or
    - ii) A profit and loss computation.
- 3) The most we will pay for loss or damage in any one occurrence is \$25,000.
- 4) All loss or damage:
  - a) Caused by one or more persons; or
  - b) Involving a single act or series of related acts; is considered one occurrence.
- 5) If any loss is covered:
  - a) Partly by this insurance; and
  - b) Partly by any prior cancelled or terminated insurance that we or any affiliate had issued to you or any predecessor in interest,

the most we will pay is the larger amount recoverable under this insurance or the prior insurance.
- 6) We will pay for loss or damage you sustain through acts committed or events occurring during the Policy Period. Regardless of the number of years this policy remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.
- 7) This Additional Coverage does not apply to the dishonest act of any employee that occurs after the discovery by:
  - a) You; or
  - b) Any of your partners, officers, directors or trustees not in collusion with the employee

of any dishonest act committed by that employee whether before or after becoming employed by you.
- 8) Will pay only for covered loss or damage discovered no later than one year from the end of the Policy Period.
- 9) If you (or any predecessor in interest) sustained loss or damage during the period of any prior insurance that you could have recovered under that insurance except that the time within which to discover loss or damage had expired, we will pay for it under this Additional Coverage, provided:

- (a) This Additional Coverage became effective at the time of cancellation or termination of the prior insurance; and
  - (b) The loss or damage would have been covered by this Additional Coverage had it been in effect when the acts or events causing the loss or damage were committed or occurred.
- 10) The insurance under paragraph (9) above is part of, not in addition to, the Limit of Insurance applying to this Additional Coverage and is limited to the lesser of the amount recoverable under:
- (a) This Additional Coverage as of its effective date; or
  - (b) The prior insurance had it remained in effect.

Coverage provided under this Additional Coverage is subject to a Deductible equal to the Property Deductible shown in the Declarations.

"Employee" means:

- 1) Any natural person:
  - a. While in your service and for 30 days after termination of service; and
  - b. Whom you compensate directly by salary, wages or commissions; and
  - c. Whom you have the right to direct and control while performing services for you; or
- 2) Any natural person employed by an employment contractor while that person is subject to your direction and control and performing services for you excluding, however, any such person while having care and custody of property outside the premises.

But "employee" does not mean any:

- 1) Agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
- 2) Director or trustee except while performing acts coming within the scope of the usual duties of an employee.

#### **i. Money Orders and Counterfeit Money**

We will pay for your loss when you accept in good faith:

- 1) Any money order in exchange for goods or services if the money order is not paid when presented to the issuer; or
- 2) Counterfeit U.S. or Canadian paper money in the regular course of business.

The most we will pay under this additional coverage is \$25,000 in any one occurrence.

#### **j. Lost Key Coverage**

We will pay for consequential loss to keys and locks if a master key or grand master key is lost or damaged resulting from a Covered Cause of Loss. We will pay for the actual cost to replace keys, adjustment of locks to accept new keys, or if required, new locks, including the cost of their installation.

The most we will pay for loss or damage under this coverage is \$2,500 in any one occurrence.

#### **k. Leasehold Interest**

We will pay for loss of "tenants lease interest" you sustain due to the cancellation of your lease. The cancellation must result from direct physical loss or damage at a premises described in the Declarations due to a Covered Cause of Loss.

"Tenants lease interest" means the difference between the rent you will pay under a new lease at the described premises; or elsewhere, and the rent you now pay.

The most we will pay for such loss is the least of:

- a) The total difference in rent based on the period of time remaining under your current lease; or
- b) The total difference in rent for one year; or
- c) \$10,000.

#### **l. Contract Penalty Clause**

We will pay the contract penalties you are required to pay to your customers as a result of any written clause in your contract for failure to timely deliver your product or service according to contract terms, provided the contract was executed prior to the loss or damage. The penalties must solely result from direct physical loss or damage by a Covered Cause of Loss to covered property. The most we will pay for penalties for all contracts in any one occurrence is \$5,000.

#### **m. Contingent Transit**

We cover the goods you sell to others which are shipped to them at their risk of loss, but only if you cannot collect on the bill of sale because:

- 1) The goods have been damaged by a Covered Cause of Loss applying to your business personal property; and
- 2) your customer has refused or is unable to pay.

If this occurs, we will adjust the loss as if this were your property. The most we will pay for loss or damage in any one occurrence is \$5,000.

Coverage provided under this Additional Coverage is subject to a deductible equal to the Property Deductible shown in the Declarations.

#### **n. Lost Lease Coverage – Lessors Interest**

If the Declarations show you have Business Income Coverage, the form is amended to include the following:

- 1) We will pay for loss you sustain due to the cancellation of lease contracts by your tenants when the reason for cancellation of the lease is direct physical loss or damage to the leased premises caused by or resulting from a Covered Cause of Loss during the policy period.
- 2) We will not pay for any loss caused by:
  - a) Your canceling the lease;
  - b) The suspension, lapse or cancellation of any license; or
  - c) Any other consequential loss.

3) The most we will pay under this coverage is:

- a) The difference between the rent actually paid at the described premises and the anticipated rental value of the described premises that you lease for:
  - i) 12 months immediately following the period of restoration; or
  - ii) for the period beginning with the end of the period of restoration and ending with the normal expiration date of each canceled lease; or
  - iii) \$5,000 at any one location,

whichever is less.

#### **o. Tenant Move Back Coverage**

We will pay expenses incurred by you for "Covered Move Back Costs" of tenants who temporarily vacate a portion of a covered building property at the premises described in the Declarations. The vacancy must have occurred while the portion of the covered building property rented by the tenant could not be occupied due to direct physical loss or damage to your Covered Property caused by or resulting from any Covered Cause of Loss during the policy period. The move back must take place within 60 days after the portion of the covered building property rented by the tenant has been repaired or rebuilt and is ready for occupancy.

We will pay for "Covered Move Back Costs" whether or not the tenant(s) move back before the expiration date of this policy.

"Covered Move Back Costs" under this endorsement means documented, reasonable and necessary:

- 1) Costs of packing, insuring and carting business personal property;
- 2) Costs of re-establishing electric utility services, less refunds from discontinued services;
- 3) Costs of assembling and setting up fixtures and equipment; and
- 4) Costs to unpack and re-shelve stock and supplies.
- 5) "Covered Move Back Costs" does not include:
  - a) Loss caused by the termination of a lease or other agreement; or
  - b) Security deposits or other payments, forfeitures or penalties made to the landlord or lessor of other premises.

The most we will pay for "Covered Move Back Costs" is \$5,000 resulting from any one occurrence.

#### **p. Manufacturers Consequential Loss Assumption**

We will pay the reduction in value of the remaining parts of "stock" in process of manufacture when the reduction is caused by direct physical loss or damage from a Covered Cause of Loss to other parts of "stock" in the process of manufacture at the described premises.

The most we will pay in any one occurrence is \$25,000.

#### **q. Forgery or Alteration**

- (1) We will pay for loss resulting directly from forgery or alteration of, any check, draft, promissory note, bill of exchange or similar written promise of payment in "money", that you or your agent has issued, or that was

issued by someone who impersonates you or your agent. We will pay for loss you sustain through acts committed or events occurring during the policy period. Regardless of the number of years this policy remains in force or the number of premiums paid, no limit of insurance cumulates from year to year or period to period.

- (2) If you are sued for refusing to pay the check, draft, promissory note, bill of exchange or similar written promise of payment in "money", on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur in that defense.
- (3) For the purpose of this coverage, check includes a substitute check as defined in the Check Clearing for the 21st Century Act, and will be treated the same as the original it replaced.
- (4) We will not pay for loss resulting from any dishonest or criminal acts committed by you or any of your partners, employees, managers, members, officers, directors or trustees whether acting alone or in collusion with others.
- (5) The most we will pay for all loss, including legal expenses, under this Additional Coverage is \$25,000.

"Money" means:

- a. Currency, coins and bank notes in current use and having a face value; and
- b. Travelers checks, register checks and money orders held for sale to the public.

#### **4. Real Property of Others Required by Contract**

The following is added to item **a. Your Business Personal Property** of Paragraph 1. **Covered Property:**

- (8) Real Property including but not limited to building, doors and windows which are your responsibility to insure under any contract.

The most we will pay for loss or damage to covered property is \$25,000.

#### **5. Electronic Data**

Item **e.(4) Electronic Data** of paragraph 4. **Additional Coverages** is deleted and replaced by the following:

- (4) The most we will pay under this Additional Coverage – Electronic Data is \$25,000 for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in but not after that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

#### **6. Debris Removal**

Paragraph A.4.a.(4) is deleted and replaced by the following:

- (4) We will pay up to an additional \$25,000 for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:

- (a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.
- (b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if (4)(a) and/or (4)(b) apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus \$25,000.

## 7. Fire Department Service Charge

Item c. **Fire Department Service Charge** of Paragraph 4. **Additional Coverages** is deleted and replaced by the following:

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$25,000 for your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss; or
- (2) Required by local ordinance.

No deductible applies to this Additional Coverage.

## 8. Pollutant Clean Up and Removal

Item d. **Pollutant Clean Up and Removal** of Paragraph 4. **Additional Coverages** is amended as follows:

The most we will pay under this Additional Coverage for each described premises is \$25,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12-month period of this policy.

## 9. Newly Acquired Property

Item a. **Newly Acquired Property** of Paragraph 5. **Coverage Extensions** is deleted and replaced by the following:

- (1) If this policy covers Your Business Personal Property, you may extend that insurance to apply to:
  - (a) Business personal property, including such property that you newly acquire, at any location you acquire other than at fairs, trade shows or exhibitions;
  - (b) Business personal property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations; or
  - (c) Business personal property that you newly acquire, located at the described premises.

The most we will pay for loss or damage under this Extension is \$250,000 at each building.

- (2) This Extension does not apply to:

- (a) Personal property of others that is temporarily in your possession in the course of installing or performing work on such property; or

- (b) Personal property of others that is temporarily in your possession in the course of your manufacturing or wholesaling activities.
- (3) With respect to insurance on or at each newly acquired property, coverage will end when any of the following occurs:
  - (a) This policy expires;
  - (b) 180 days expire after you acquire the property; or
  - (c) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property .

## 10. Personal Effects and Property of Others

Item **b. Personal Effects and Property of Others** of Paragraph **5. Coverage Extensions** is amended as follows:

The most we will pay for loss or damage under this Extension is \$10,000 at each described premises. Our payment for loss of or damage to personal property of others (including property of others held by you on consignment) will only be for the account of the owner of the property.

## 11. Valuable Papers and Records (Other Than Electronic Data)

Item **c. (4) Valuable Papers and Records (Other Than Electronic Data)** of Paragraph **5. Coverage Extensions** is deleted and replaced by the following:

(4) Under this Extension, the most we will pay to replace or restore the lost information is \$100,000 at each described premises or \$5,000 if it is not at the described premises. Such amount is additional insurance. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist), and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and therefore coverage of such costs is not additional insurance.

## 12. Property Off-Premises

Item **d. Property Off-Premises** of Paragraph **5. Coverage Extensions** is deleted and replaced by the following:

- (1) You may extend the insurance provided by this Coverage Form to apply to your Covered Property while it is away from the described premises if it is:
  - (a) Temporarily at a location you do not own, lease or operate;
  - (b) In storage at a location you lease, provided the lease was executed after the beginning of the current policy term; or
  - (c) At any fair, trade show or exhibition

This Extension applies only if loss or damage is caused by a Covered Cause of Loss. This extension does **not** apply to property in the care, custody or control of your sales representative(s), agent(s) or yourself while acting as a sales representative.

- (2) You may extend the insurance provided by this Coverage Form to apply to your personal property in transit more than 1,000 feet from the described premises. Property must be in or on a motor vehicle you

own, lease or operate while between points in the coverage territory. Loss or damage must be caused by or result from one of the following causes of loss:

- (a) Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.
  - (b) Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. Collision does not mean the vehicle's contact with the roadbed.
  - (c) Theft of an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible signs of forced entry.
- (3) The most we will pay for loss or damage under this Extension is \$100,000.
- (4) Coverage under this Extension is extended to cover electronic data in transit. Under this Extension, electronic data has the meaning described in the CONDOMINIUM COMMERCIAL UNIT OWNERS COVERAGE FORM under Property Not Covered – Electronic Data. The most we will pay for loss or damage to electronic data under this Extension is \$5,000 for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or computer systems involved. This \$5,000 limit is part of and not in addition to the \$25,000 limit in paragraph **A.4.e. Electronic Data** of the CONDOMINIUM COMMERCIAL UNIT OWNERS COVERAGE FORM.

### 13. Outdoor Property

Item **e. Outdoor Property** of Paragraph **5. Coverage Extensions** is deleted and replaced by the following:

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, lighting, lighting standards, radio and television antennas, satellite dish, signs (other than signs attached to buildings), playground equipment, scoreboards, trees, shrubs and plants (other than "stock" of trees, shrubs or plants), including debris removal expense, caused by or resulting from any of the Covered Causes of Loss.

The most we will pay for loss or damage under this Extension is \$25,000, but not more than \$500 for any one tree, shrub or plant. These limits apply to any one occurrence, regardless of the types or numbers of items lost or damaged in that occurrence.

### 14. The following are added to Paragraph **5. Coverage Extensions**:

#### **g. Accounts Receivable**

We will pay:

- (1) All amounts due from your customers that you are unable to collect;
- (2) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
- (3) Collection expenses in excess of your normal collection expenses that are made necessary by the loss or damage; and
- (4) Other reasonable expenses that you incur to re-establish your records of accounts receivable;

that result from a Covered Cause of Loss to your records of accounts receivable.

The most we will pay for loss at the described premises under this Extension is \$100,000. The most we will pay for loss away from the described premises under this Extension is \$5,000.

#### **h. Arson Reward (Not available in New York)**



We will pay on behalf of the insured up to \$25,000 for information which leads to an arson conviction in connection with a fire loss covered under this Coverage Form. Regardless of the number of persons involved in providing information, our liability under this Coverage Extension will not be increased.

**i. Back-Up of Sewers or Drains**

We cover direct physical loss or damage caused by water:

- (1) which backs up into a building or structure through sewers or drains which are directly connected to a sanitary sewer or septic system; or
- (2) which enters into and overflows from within a sump pump, sump pump well or other type of system designed to remove subsurface water which is drained from the foundation area.

This coverage does not apply if the loss or damage is caused by your negligence.

The most we will pay for loss or damage under this Coverage Extension is \$10,000.

**j. Extra Expense**

We will pay the actual and necessary Extra Expense you incur due to direct physical loss of or damage to the property at the premises described in the Declarations, including personal property in the open or in a vehicle, within 1,000 feet of the premises, caused by or resulting from any Covered Cause of Loss.

If you are a tenant, your premises is the portion of the building which you rent, lease or occupy, including:

- (i) All routes within the building to gain access to the described premises; and
- (ii) Your personal property in the open (or in a vehicle) within 1000 feet.

The following definitions are added as respects this Coverage Extension:

(1) Extra Expense means necessary expenses you incur during the period of restoration that you would not have incurred if there had been no direct physical loss or damage:

(a) To avoid or minimize the suspension of business and to continue operations:

1. At the described premises; or
2. At replacement premises or at temporary locations, including:
  - A. Relocation expenses; or
  - B. Costs to equip and operate the replacement or temporary locations.

(b) To minimize the suspension of business if you cannot continue operations.

- (c) 1. To repair or replace any property; or
2. To research, replace or restore the lost information on damaged valuable papers and records;
- to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage Extension .

(2) Operations mean the type of your business activities occurring at the described premises.

(3) Period of Restoration means the period of time that:

- (a) Begins with the date of direct physical loss or damage caused by or resulting from a Covered Cause of Loss at the described premises; and
- (b) Ends on the earlier of:
  - 1. The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
  - 2. The date when business is resumed at a new permanent location.

Period of Restoration does not include any increased period required due to the enforcement of any ordinance or law that

- 1. Regulates the construction, use or repair, or requires the tearing down of any property; or
- 2. Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

The expiration date of this policy will not cut short the period of restoration.

The most we will pay for loss under this Extension is \$10,000.

**k. Fine Arts**

You may extend the insurance that applies to your Business Personal Property to apply to your fine arts and fine arts owned by others that are in your care, custody or control.

This Extension does not apply to loss or damage caused by or resulting from:

- (1) While fine arts are at any fair or on exhibition;
- (2) Any repairing, restoration or retouching process;
- (3) Insects, birds, rodents or other animals;
- (4) Wear and tear;
- (5) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in the property that causes it to damage or destroy itself;
- (6) Breakage of art glass windows, statuary, marbles, glassware, bric-a-brac, porcelains and similar fragile articles. But we will pay for loss or damage caused directly by fire, lightning, aircraft, theft or attempted theft, cyclone, tornado, windstorm, explosion, vandalism, or by accident to the vehicle carrying the property.

The most we will pay for loss or damage under this Extension is \$25,000.

**l. Fire Protective Devices**

You may extend the insurance provided by this Coverage Form to apply to recharging or refilling of your fire protective devices that are permanently installed in buildings at the described premises when such devices have been discharged by accident or after being used in fighting a fire. This Extension does not apply to periodic recharge or refilling.

The most we will pay under this Extension is \$10,000 for each separate 12-month period of this policy.

#### **m. Loss of Refrigeration**

You may extend the insurance provided by this Coverage Form to apply to direct physical loss of or damage to property owned by you and used in your business or owned by others and in your care, custody or control, contained in any refrigeration or cooling apparatus or equipment resulting from:

- (1)** The fluctuation or total interruption of electrical power, either on or off the described premises, due to conditions beyond your control; or
- (2)** Mechanical failure of any refrigeration or cooling apparatus or equipment (on premises).

The most we will pay for loss or damage under this Extension is \$25,000.

#### **n. Computer Equipment**

You may extend the insurance that applies to your Business Personal Property to apply to loss or damage to "computer equipment" owned by you or similar property of others in your care, custody or control for which you are legally liable, caused by a Covered Cause of Loss.

You may extend the insurance that applies to your Business Personal Property to apply to loss or damage to "laptop/portable computers" owned by you and in your care, custody and control or in the care, custody or control of your employee.

##### **(1) Property Not Covered**

We will not cover the following kinds of property under this Extension:

- (a)** Property which you rent or lease to others;
- (b)** Software or other electronic data ;
- (c)** Accounts, bills, evidences of debt, valuable papers, records, abstracts, deeds, manuscripts, program documentation or other documents.
- (d)** "Computer equipment" held for sale by you;
- (e)** "Computer equipment" of others on which you are performing repairs or work;
- (f)** "Computer equipment" or that is part of any:
  - (i)** Production or processing equipment (such as CAD, CAM or CNC machines);
  - (ii)** Equipment used to maintain or service your building (such as heating, ventilating, cooling or alarm systems); or
  - (iii)** Communication equipment (such as telephone systems).
- (g)** Property that is covered under another coverage form of this or any other policy in which such property is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance.

##### **(2) Property In Transit**

We will pay for your "computer equipment", or "laptop/portable computer" while in transit.

- (3) Section **B. Exclusions, 1.b. Earth Movement** of the CAUSES OF LOSS – SPECIAL FORM, as respects **A.5.n. Computer Equipment** , is deleted in its entirety.
- (4) Section **B. Exclusions, 1.e. Utility Services** of the CAUSES OF LOSS – SPECIAL FORM, as respects **A.5.n. Computer Equipment** , is deleted in its entirety.
- (5) Section **B. Exclusions, 1.g. Water** of the CAUSES OF LOSS – SPECIAL FORM, as respects **A.5.n. Computer Equipment** , is deleted in its entirety.
- (6) The artificially generated electrical current exclusion, Item **B.2.a.** of the CAUSES OF LOSS – SPECIAL FORM, as respects **A.5.n. Computer Equipment** , is deleted in its entirety.
- (7) The mechanical breakdown exclusion, Item **B.2.d.(6)** of the CAUSES OF LOSS - SPECIAL FORM, as respects **A.5.n. Computer Equipment** , is deleted and replaced by the following:
  - (6) Mechanical breakdown, failure or derangement, except:
    - (a) This exclusion does not apply for the accidental loss or damage caused by a resulting fire or explosion.
    - (b) This exclusion does not apply if any of the above is sudden and accidental and manifests itself by physical damage to “computer equipment” which requires repair or replacement.

**(8) Loss Payment will be determined as follows:**

“Computer equipment” or “laptop/portable computers”

We will pay the least of the following amounts:

- (i) The cost of reasonably restoring that property to its condition immediately before the loss or damage; or
- (ii) The cost of replacing that property with identical property of comparable material and quality and used for the same purpose.

However, when repair or replacement with identical property is not possible, we will pay the cost to replace that property with similar property capable of performing the same functions.

If not repaired or replaced, the property will be valued at its actual cash value.

“Computer Equipment” means a network of electronic machine components capable of accepting information, processing it according to instructions and producing the results in a desired form.

“Laptop/Portable Computers” means “computer equipment” and accessories that are designed to function with it that can easily be carried and is designed to be used at more than one location.

The most we will pay for loss or damage to “computer equipment” under this Extension is \$25,000.

The most we will pay under this Extension for loss or damage to “laptop/portable computers” while away from the described premises is \$5,000.

**o. Lock Replacement**

You may extend the insurance provided by this Coverage Form to apply to replacement of locks necessitated by theft of Covered Property or theft of keys from the described premises.

The most we will pay for loss under this Coverage Extension is \$2,500 in any one occurrence.

**p. Money and Securities**

- (1) You may extend the insurance that applies to Business Personal Property to apply to loss of “money” and “securities” used in your business while at a bank or savings institution, within your living quarters or the living quarters of your partners or any employee having use and custody of the property, at the described premises, or in transit between any of these places, resulting directly from:
  - (a) Theft, meaning any act of stealing;
  - (b) Disappearance; or
  - (c) Destruction.
- (2) In addition to the Limitations and Exclusions applicable to property coverage, we will not pay for loss:
  - (a) Resulting from accounting or arithmetical errors or omissions;
  - (b) Due to the giving or surrendering of property in any exchange or purchase; or
  - (c) Of property contained in any money-operated device unless the amount of “money” deposited in it is recorded by a continuous recording instrument in the device.
- (3) The most we will pay for loss in any one occurrence is:
  - (a) \$25,000 for Inside the Premises for “money” and “securities” while:
    - (i) In or on the described premises; or
    - (ii) Within a bank or savings institution; and
  - (b) \$25,000 for Outside the Premises for “money” and “securities” while anywhere else.
- (4) All loss:
  - (a) Caused by one or more persons; or
  - (b) Involving a single act or series of related acts;is considered one occurrence.
- (5) You must keep records of all “money” and “securities” so we can verify the amount of any loss or damage.
- (6) “**Money**” means:
  - (a) Currency, coins and bank notes in current use and having a face value; and
  - (b) Travelers checks, register checks and money orders held for sale to the public.
- (7) “**Securities**” means negotiable and non-negotiable instruments or contracts representing either “money” or other property and includes:

- (a) Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
- (b) Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;

but does not include "money".

**q. Off-Premises Services Interruption**

You may extend the insurance provided by this Coverage Form to apply to loss of or damage to Covered Property caused by an interruption in utility service to the described premises. The interruption in utility service must result from direct physical loss or damage by a Covered Cause of Loss to the following property not on the described premises:

**Water Supply Services**, meaning the following types of property supplying water to the described premises:

Pumping stations; and

Water mains.

**Communication Supply Services**, meaning property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as:

(a) Communication transmission lines, including optic fiber transmission lines;

(b) Coaxial cables; and

(c) Microwave radio relays except satellites.

It does not include above ground communication lines.

(3) **Power Supply Services**, meaning the following types of property supplying electricity, steam or gas to the described premises:

(a) Utility generating plants;

(b) Switching stations;

(c) Substations;

(d) Transformers; and

(e) Transmission lines.

It does not include above ground transmission or distribution lines.

The most we will pay under this Extension is \$10,000.

**r. Consequential Loss**

We will pay up to \$10,000 for the consequential loss of undamaged business personal property.

Consequential Loss, as applicable to this Coverage Extension is the loss of value of an undamaged part or parts of a product which becomes unmarketable. It must be unmarketable due to a physical loss or damage to another part or parts of the product caused by a Covered Cause of Loss.

#### **s. Business Income**

We will pay up to \$10,000 for the actual loss of Business Income you sustain due to the necessary suspension of your operations during the period of restoration. The suspension must be caused by direct physical loss or damage to your covered Building or Business Personal Property at premises that are described in the Declarations. The loss or damage must be caused by or result from a Covered Cause of Loss.

If you are a tenant, your premises is the portion of the building which you rent, lease or occupy, including:

- (i) All routes within the building to gain access to the described premises; and
- (ii) Your personal property in the open (or in a vehicle) within 100 feet.

The COINSURANCE Additional Condition does not apply as respects this Coverage Extension.

The following definitions are added as respects this Coverage Extension:

(1) Business Income means the:

- (a) Net income (net profit or loss before income taxes) that would have been earned or incurred; and
- (b) Continuing normal operating expenses incurred, including payroll.

(2) Operations means the type of your business activities occurring at the described premises.

(3) Period of Restoration means the period of time that:

- (a) Begins 72 hours after the time of direct physical loss or damage for Business Income coverage caused by or resulting from a Covered Cause of Loss at the described premises; and
- (b) Ends on the earlier of:
  - 1. The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
  - 2. The date when business is resumed at a new permanent location.

Period of Restoration does not include any increased period required due to the enforcement of any ordinance or law that

- 1. Regulates the construction, use or repair, or requires the tearing down of any property; or
- 2. Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

The expiration date of this policy will not cut short the period of restoration.

#### **t. Business Income – Utility Services Interruption**

We will pay up to \$1,000 in any one occurrence for the actual loss of Business Income at the described premises caused by an interruption in utility service to the described premises. The interruption in utility service must result from direct physical loss or damage by a Covered Cause of Loss to the following types of property located outside of a covered building described in the Declarations:

**(i) Water Supply Services**, meaning the following types of property supplying water to the

described premises:

- i. Pumping stations; and
- ii. Water mains.

**(ii) Communication Supply Services**, meaning property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as:

- i. Communication transmission lines, including optic fiber transmission lines;
- ii. Coaxial cables; and
- iii. Microwave radio relays except satellites.

It does not include above ground communication lines.

**(iii) Power Supply Services**, meaning the following types of property supplying electricity, steam or gas to the described premises:

- i. Utility generating plants;
- ii. Switching stations;
- iii. Substations;
- iv. Transformers; and
- v. Transmission lines.

It does not include above ground transmission or distribution lines.

#### **u. Business Income – Support Property**

**If the Declarations show you have Business Income Coverage, the following Additional Coverage is added:**

We will pay for the actual loss of business income you sustain due to direct physical loss or damage at the premises of an “income support property” not described in the Declarations, caused by or resulting from any Covered Cause of Loss. “Income support property” means property operated by others on whom you depend to:

- 1) deliver material or services to you, or to others for your account;
- 2) accept your products or services;
- 3) manufacture products for delivery to your customers under contract of sale; or
- 4) attract customers to your business.

The most we will pay for this coverage is \$5,000 in any one occurrence.

#### **v. Employee Tools Coverage**

You may extend the insurance that applies to your Business Personal Property to apply to loss or damage by a Covered Cause of Loss to tools owned by your employees while used in your business or when in your building.

However, we will not pay for a loss that is caused by or results from theft or attempted theft of employee tools unless such loss occurs:

- 1) At a building and there is visible evidence of forcible entry or exit on your building; or
- 2) From a locked vehicle and there is visible evidence of forcible entry.



The value of Employee Tools will be determined at actual cash value as of the time of loss or damage.

The most we will pay with respect to employee tools is \$5,000 in any one occurrence.

Coverage provided under this Coverage Extension is subject to a Deductible equal to the Property Deductible shown in the Declarations.

#### **w. Salespersons Samples**

You may extend the insurance that applies to Your Business Personal Property to apply to Salespersons' Samples of your stock in trade, including their containers, while they are in the care, custody or control of your sales representative(s), agent(s) or yourself while acting as a sales representative.

The most we will pay for loss to Salespersons Samples in any one occurrence is \$5,000 for property in the custody of any one salesperson.

Coverage provided under this Coverage Extension is subject to a Deductible equal to the Property Deductible shown in the Declarations.

#### **x. Loss to Pair or Set**

If there is a loss or damage by a Covered Cause of Loss to covered property which is a part of a pair or set, we will pay; at our option, for:

- 1) The cost to repair or replace any part to restore the pair or set to its value before the loss; or
- 2) The difference between the value of the pair or set before and after the loss; or
- 3) The full actual cash value for the pair or set at the time of loss, and you will give us the remainder of the pair or set.

#### **y. Business Personal Property Limit Seasonal Increase**

The Limit of Insurance for Business Personal Property will automatically increase by 25% to provide for seasonal variations. This increase will apply only if the Limit of Insurance shown for Business Personal Property in the Declarations is at least 90% of your average monthly value during the lesser of:

- 1) The 12-month period immediately preceding the date the loss or damage occurs; or
- 2) The period of time you have been in business as of the date loss occurs.

#### **z. Appurtenant Structures**

You may extend the insurance that applies to Building to apply to your storage buildings, your garages and your other appurtenant structures, except outdoor fixtures, at the described premises. The most we will pay for Building loss or damage under this Extension is \$50,000.

You may extend the insurance that applies to Business Personal Property to apply to such property in your storage buildings, your garages and your other appurtenant structures at the described premises. The most we will pay for Business Personal Property loss or damage under this Extension is \$5,000.

- B.** The second paragraph of Section **C. LIMITS OF INSURANCE** of the CONDOMINIUM COMMERCIAL UNIT OWNERS COVERAGE FORM is deleted and replaced by the following:

**Signs (Attached)**

The most we will pay for loss or damage to outdoor signs attached to buildings is \$25,000 per sign in any one occurrence.

- C.** The following is added to Section **D. DEDUCTIBLE** of the CONDOMINIUM COMMERCIAL UNIT OWNERS COVERAGE FORM:

**Special Deductible Provision**

We will deduct from any loss or damage under the Coverage Extensions in any one occurrence the Deductible shown in the Declarations or \$500, whichever is less.

This deductible applies to all Coverage Extensions, except for:

- a.** Newly Acquired or Constructed Property; and
- e.** Outdoor Property

**D. Coinsurance**

Section **F. ADDITIONAL CONDITION Coinsurance** of the CONDOMINIUM COMMERCIAL UNIT OWNERS COVERAGE FORM applies only when the total loss or damage to all Covered Property in any one occurrence is greater than \$10,000.

**E. Brands and Labels**

The following is added to Section **E. LOSS CONDITIONS** of the CONDOMINIUM COMMERCIAL UNIT OWNERS COVERAGE FORM:

**9. Brands and Labels**

If branded or labeled merchandise that is Covered Property is damaged by a Covered Cause of Loss, we may take all or any part of the property at an agreed or appraised value. If so, you may, at our expense:

- a.** Stamp "salvage" on the merchandise or its containers, if the stamp will not physically damage the merchandise; or
- b.** Remove the brands or labels, if doing so will not physically damage the merchandise. You must re-label the merchandise or its containers to comply with the law.

The most we will pay under this coverage is \$25,000.

**F. Ordinance or Law**

- 1.** If a Covered Cause of Loss occurs to covered Building property, we will pay:

- a.** For the loss in value of the undamaged portion of the building as a consequence of enforcement of any ordinance or law that:
  - (i)** Requires the demolition of parts of the same property not damaged by a Covered Cause of Loss;
  - (ii)** Regulates the construction or repair of buildings, or establishes zoning or land use requirements at a described premises; and
  - (iii)** Is in force at the time of loss.
- b.** The cost to demolish and clear the site of undamaged parts of the property caused by the enforcement of building, zoning or land use ordinance or law.

The COINSURANCE Additional Condition does not apply to this demolition cost coverage.

- c.** The increased cost to:
  - (i)** Repair or reconstruct damaged portions of that Building property; and/or
  - (ii)** Reconstruct or remodel undamaged portions of that Building property, whether or not demolition is required;

When the increased cost is a consequence of enforcement of building, zoning or land use ordinance or law.

However:

- (i)** This coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.
- (ii)** We will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.

The COINSURANCE Additional Condition does not apply to this increased cost of construction coverage.

- 2.** We will not pay the increased costs of construction under this coverage:
  - a.** Until the property is actually repaired or replaced, at the same or another premises; and
  - b.** Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
- 3.** We will not pay under this coverage for the costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".
- 4.** The most we will pay under this coverage at each described premises is the lesser of:
  - a.** 25% of the Limit of Insurance shown in the Declarations for Building Coverage; or
  - b.** \$100,000.
- 5.** We will not pay for loss due to any ordinance or law that:
  - a.** You were required to comply with before the loss, even if the building was undamaged, and

**b.** You failed to comply with.

**G.** The following change is applicable to Section **E. LOSS CONDITIONS** of the CONDOMINIUM COMMERCIAL UNIT OWNERS COVERAGE FORM:

**Manufacturers Selling Price**

The following is added to Paragraph **8. Valuation** Loss Condition:

We will determine the value of finished “stock” you manufacture, in the event of loss or damage, at:

- (1)** The selling price, as if no loss or damage occurred;
- (2)** Less discounts and expenses you otherwise would have had.

**H. Dies, Patterns, Molds and Forms**

Section **C. Limitations**, Paragraph **3.c.** of the CAUSES OF LOSS – SPECIAL FORM is deleted in its entirety.

**All other terms and conditions remain unchanged.**

<i>SERFF Tracking Number:</i>	<i>LBRM-125617145</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Peerless Indemnity Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>2008-01773</i>		
<i>TOI:</i>	<i>05.0 Commercial Multi-Peril - Liability &amp; Non-</i>	<i>Sub-TOI:</i>	<i>05.0003 Commercial Package</i>
	<i>Liability</i>		
<i>Product Name:</i>	<i>AR-CPP-CONDO UNIT OWNERS-FORM</i>		
<i>Project Name/Number:</i>	<i>AR-CPP-CONDO UNIT OWNERS-FORM/2008-01773</i>		

## Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: LBRM-125617145 State: Arkansas  
Filing Company: Peerless Indemnity Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: 2008-01773  
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package  
Liability  
Product Name: AR-CPP-CONDO UNIT OWNERS-FORM  
Project Name/Number: AR-CPP-CONDO UNIT OWNERS-FORM/2008-01773

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty  
**Review Status:** Approved 04/25/2008  
**Comments:**  
TRANSMITTAL FORMS  
**Attachment:**  
TRANSMITTAL FORMS.pdf

**Satisfied -Name:** COVER LETTER  
**Review Status:** Approved 04/25/2008  
**Comments:**  
COVER LETTER  
**Attachment:**  
2008-01773.trb.pdf

## Property &amp; Casualty Transmittal Document

Reset Form

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b>	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

<b>3. Group Name</b>	Liberty Mutual Agency Markets				<b>Group NAIC #</b>	111
<b>4. Company Name(s)</b>	<b>Domicile</b>	<b>NAIC #</b>	<b>FEIN #</b>	<b>State #</b>		
Peerless Indemnity Insurance Company	NH	18333	13-2919779			

<b>5. Company Tracking Number</b>	2008-01773
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## Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

<b>6. Name and address</b>	<b>Title</b>	<b>Telephone #s</b>	<b>FAX #</b>	<b>e-mail</b>
Tammy Blake 62 Maple Avenue Keene NH 03431	Sr. Analyst, Regulatory Filing AM	603-358-4520	603-352-9252	tammy.blake@libertymutual.com
<b>7. Signature of authorized filer</b>		<b>Tammy Blake</b> <small>Digitally signed by Tammy Blake DN: cn=Tammy Blake, c=US Date: 2008.04.21 13:59:11 -04'00'</small>		
<b>8. Please print name of authorized filer</b>		Tammy Blake		

## Filing information (see General Instructions for descriptions of these fields)

<b>9. Type of Insurance (TOI)</b>	Please select from the drop down list.			
<b>10. Sub-Type of Insurance (Sub-TOI)</b>				
<b>11. State Specific Product code(s)(if applicable)[See State Specific Requirements]</b>				
<b>12. Company Program Title (Marketing title)</b>	CUSTOM PROTECTOR Program			
<b>13. Filing Type</b>	<input type="checkbox"/> Rate/Loss Cost <input checked="" type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)			
<b>14. Effective Date(s) Requested</b>	New: 08-01-2008	Renewal: 10-01-2008		
<b>15. Reference Filing?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
<b>16. Reference Organization (if applicable)</b>	n/a			
<b>17. Reference Organization # &amp; Title</b>	n/a			
<b>18. Company's Date of Filing</b>	April 21, 2008			
<b>19. Status of filing in domicile</b>	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved			

## Property & Casualty Transmittal Document—

**20. This filing transmittal is part of Company Tracking #** 2008-01773

**21. Filing Description** [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]

Effective August 1, 2008 for new business and October 1, 2008 for renewal business we wish to file revisions to our CUSTOM PROTECTOR™ Program.  
At this time we wish to file our new form, 21-104 (01/08) Custom Protector Endorsement. This Endorsement will be used only when CP 00 18 is attached to a Custom Protector Program Policy.  
The corresponding Rate & Rule filing has been submitted under separate cover (our filing #2008-01772).

[View Complete Filing Description](#)

**22. Filing Fees** (Filer must provide check # and fee amount if applicable)  
[If a state requires you to show how you calculated your filing fees, place that calculation below]

**Check #:** EFT

**Amount:**

**Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.**

**\*\*\*Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**



**FORM FILING SCHEDULE**

(This form must be provided ONLY when making a filing that includes forms)  
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	<b>2008-01773</b>
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	<b>2008-01772</b>

  

<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement Or withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	Custom Protector Endorsement	21-104D (01/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1



62 Maple Avenue  
Keene, NH 03431  
603-352-3221

April 21, 2008

Hon. Julie Benafield Bowman  
Commissioner Of Insurance  
Arkansas Insurance Department  
1200 West Third St  
Little Rock, AR 72201-1904

Attn: Mr. Bill Lacy, Director  
Property and Casualty Division

RE: CUSTOM PROTECTOR™ Program  
Form Filing  
PEERLESS INDEMNITY INSURANCE COMPANY  
NAIC #111-18333  
Company Filing #2008-01773

Dear Mr. Lacy:

Effective August 1, 2008 for new business and October 1, 2008 for renewal business we wish to file revisions to our CUSTOM PROTECTOR™ Program.

At this time we wish to file our new form, 21-104 (01/08) Custom Protector Endorsement. This Endorsement will be used only when CP 00 18 is attached to a Custom Protector Program Policy.

The corresponding Rate & Rule filing has been submitted under separate cover (our filing #2008-01772).

Enclosed, please find our new Custom Protector Endorsement, 21-104 along with the required filing forms and fee.

Questions regarding the above filing should be directed to me at 603-358-4520 or 800-826-6189 ext. 84520.

Sincerely,

Tammy R. Blake  
Sr. Analyst Regulatory Filing AM  
E-mail: tammy.blake@libertymutual.com